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November 19, 2014

**VIA U.S. MAIL  
AND CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Environmental Protection Agency  
Regional Freedom of Information Officer  
U.S. EPA, Region 4  
AFC Bldg, 61 Forsyth Street., S.W., 9th Flr (4PM/IF)  
Atlanta, GA 30303-8960

Re: Freedom of Information Act Request

Dear Sir or Madam:

This is a Freedom of Information Act request. We are willing to pay the applicable fees.

For this request, these definitions apply:

"Corp" means the Army Corp of Engineers.

"EPA" means the United States Environmental Protection Agency.

"Property" means the real property shown on Exhibits "G" and "H" of the attached Declaration of Easements. A legal description of the Property is on Exhibits "C," "D," and "E" of the attached Declaration of Easements. The street addresses for the Property include 281, 295, 301, 351, 401 and 475 Sea Island Road, St. Simons Island, Georgia.

In accordance with the Act, I am requesting a copy of the following documents:

- (1) EPA records relating to stormwater management on the Property;
- (2) EPA records relating to water-related environmental protection on the Property.

Environmental Protection Agency  
Regional Freedom of Information Officer  
November 19, 2014  
Page 2

I appreciate your assistance on this request.

Kindest regards.

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

Frank O. Brown, Jr.

FOB/lp

110194182/16710-2

2  
AFTER RECORDING, RETURN TO:  
Calloway Title & Escrow, LLC  
4170 Ashford Dunwoody Road  
Suite 285  
Atlanta, Georgia 30319

#### DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration"), dated and effective as of October 12, 2007 (the "Effective Date"), made and entered into by SEA ISLAND COMPANY, a Georgia corporation (herein called the "Company");

#### WITNESSETH:

WHEREAS, the Company is the owner of certain real property containing approximately 1.623 acres, located on St. Simons Island in Glynn County, Georgia, on which is now located a branch of SunTrust Bank (said property being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and being hereinafter referred to as the "Bank Site");

WHEREAS, the Bank Site includes the land leased by the Company to Trust Company Bank of Southeast Georgia (herein, together with its successors-in-interest, called "Suntrust") pursuant to that certain Ground Lease between Company and Suntrust, dated February 15, 1991 (herein called the "Suntrust Lease");

WHEREAS, the Suntrust Lease affects those portions of the Bank Site described on Exhibit "B" attached hereto and by reference made a part hereof (the "Suntrust Premises");

WHEREAS, the Company is also the owner of certain other real property containing approximately 4.976 acres, located on St. Simons Island in Glynn County, Georgia, adjacent to and east of the Bank Site (said property being more particularly described in Exhibit "C" attached hereto and by reference made a part hereof, and being hereinafter referred to as the "Professional Site");

WHEREAS, the Bank Site and the Professional Site are bounded on the north by the residential subdivision known as Black Banks (herein called the "Black Banks Subdivision");

WHEREAS, Black Banks Plantation Homes Association, Inc., a Georgia corporation (herein called the "Association") serves as the homeowners association for the Black Banks Subdivision;

WHEREAS, the Association is the owner of a private road known as Black Banks Drive which is located east of and adjacent to the easterly boundary line of the Professional Site (said property being more particularly described in Exhibit "D" attached hereto and by reference made a part hereof, and being hereinafter referred to as the "Road Property");

WHEREAS, the Company is also the owner of certain other real property located on St. Simons Island in Glynn County, Georgia, adjacent to and east of the Road Property (said property being more particularly described in Exhibit "E" attached hereto and by reference made a part hereof, and being hereinafter referred to as the "East Tract");

WHEREAS, the Bank Site is shown on that certain survey, dated July 31, 2007, prepared for the Company by Shupe Surveying Company, P.C. (the "Bank Site Survey"), a reduced copy of said survey being attached hereto as Exhibit "F" and by reference made a part hereof;

WHEREAS, the Professional Site and the Road Property are shown on that certain survey, dated July 28, 2007, last revised September 24, 2007, prepared for the Company by Shupe Surveying Company, P.C. (the "Professional Site Survey"), a reduced copy of said survey being attached hereto as Exhibit "G" and by reference made a part hereof;

WHEREAS, the East Tract is shown on that certain survey, dated September 26, 2006, prepared for the Company by Shupe Surveying Company, P.C. (the "East Tract Survey"), a reduced copy of said survey being attached hereto as Exhibit "H" and by reference made a part hereof;

WHEREAS, the Company desires to create and establish certain easements (each of which is sometimes herein called an "Easement" and all of which are sometimes herein collectively called the "Easements") benefitting and burdening the Bank Site and the Professional Site (each of which is sometimes herein called a "Parcel" and both of which are sometimes herein collectively called the "Parcels");

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to the Company, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Company does hereby declare and agree as follows:

## PART I. PRELIMINARY MATTERS

1.1 Priority. This Declaration shall be duly recorded in the Records of Clerk, Superior Court, Glynn County, Georgia (the "Public Land Records") on or about the Effective Date hereof. This Declaration is intended to be and shall remain superior in all respects to any present or future deed to secure debt or similar instrument granting a security interest in either Parcel described herein (the same being herein called a "Mortgage" and the holder thereof being herein called a "Mortgagee"). Any attempt to subordinate this Declaration, or any of the Easements, Restrictions, rights, or obligations arising hereunder, to any such Mortgage shall be null and void and of no force and effect.

1.2 Purpose and Binding Effect. Whenever in this Declaration an Easement is established which burdens either Parcel (herein called the "Burdened Parcel") for the benefit of the other Parcel (herein called the "Benefitted Parcel"), it is intended and understood that such burdens and benefits are to run with the title to each Burdened Parcel and each Benefitted Parcel and are to be binding upon and inure to the benefit of the Owners of such Parcels and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns.

1.3 Rights Reserved. The record owner in fee simple (the "Owner") of each Burdened Parcel shall have the right to use such Burdened Parcel for any purpose which is not inconsistent with the Easements burdening the same, but each such Owner, by execution of this Declaration or by acceptance of the deed conveying such Parcel, agrees that such Owner shall not improve or alter, or permit the improvement or alteration of, such Burdened Parcel in any manner which would materially and adversely affect the use and enjoyment of the Easements burdening such Parcel. Nothing contained in this Declaration shall constitute the dedication of any of the Easements hereby created for the benefit of the public generally.

1.4 Enforcement. This Declaration may be enforced by the Owner of either Parcel by an action or proceeding at law or in equity against any person, corporation, limited liability company, partnership, trust, or other legal entity (a "Person") violating or attempting to violate or circumvent the requirements of this Declaration, to restrain violations, to enjoin violations, and to recover damages for violations. The remedies given in this Declaration are distinct and cumulative remedies, and the exercise of any of them shall not be deemed to preclude the right to exercise any or all of the other rights and remedies which may be available at law or in equity. The failure, however long continued, to enforce any right, restriction, covenant, or condition contained in this Declaration shall not be deemed a waiver of the same and shall not bar or affect any other right or remedy arising under this Declaration. Notwithstanding the foregoing provisions of this paragraph, no Person shall have the right to interfere with or prevent the use and enjoyment of any of the Easements created hereby as a remedy for any such violation or attempted violation of this Declaration.

1.5 Conflict. In the event of any conflict between any provision of any applicable law, ordinance, statute, rule, or regulation of any governmental body or agency having jurisdiction (collectively, the "Governmental Requirements") and any provision of this Declaration, the more restrictive provision shall be controlling.

## PART II. EASEMENTS

2.1 Driveway Easement. The Company does hereby declare, create and establish, for the benefit of each of the Parcels, a non-exclusive, perpetual, and reciprocal easement for vehicular ingress, egress, and access (herein called the "Driveway Easement") over, through and across the presently existing driveway (herein called the "Existing Driveway") which runs between the northerly right-of-way line of Sea Island Causeway and the easterly right-of-way line of Frederica Road and crosses both the Professional Site and the Bank Site (all as shown on the Bank Site Survey and the Professional Site Survey attached hereto), on and subject to the following terms and conditions:

(a) Nothing contained in this Declaration shall be construed as a grant of any easement for parking burdening or benefitting either Parcel, and the Company does hereby declare that no such easement for parking is intended or created by this Declaration;

(b) Neither the Owner of the Bank Site nor the Owner of the Professional Site, nor any Person holding under either of them, may cause or permit the construction or installation of any improvement or obstruction or cause or permit any activity which materially interferes with the free flow of vehicular traffic over the Existing Driveway (except that temporary obstructions and activities arising in connection with the maintenance or repair of the Existing Driveway shall not constitute a violation of this provision);

(c) Neither the Owner of the Bank Site nor the Owner of the Professional Site, nor any Person holding under either of them, shall cause or permit any material change in the present location of the Existing Driveway without the prior written consent of each Owner and Mortgagee of both the Bank Site and the Professional Site, and neither such Owner shall cause or permit any change in the location or elevation of the Existing Driveway at the point where the Existing Driveway now crosses the common boundary line of the Bank Site and the Professional Site, or at the point where the Existing Driveway now makes connection to the northerly right-of-way line of Sea Island Causeway, or at the point where the Existing Driveway now makes connection to the easterly right-of-way line of Frederica Road (all as shown on the Bank Site Survey and the Professional Site Survey attached hereto);

(d) The Owner of each Parcel burdened by the Driveway Easement shall, with respect to its Burdened Parcel, have the obligation, at its sole cost and expense, to keep and maintain (except during reasonable periods of construction, modification, restoration, or repair) those portions of the Existing Driveway located thereon in a good and serviceable condition, free of settling, potholes, fissures, and cracks (collectively, the "Driveway Maintenance Work"),

except that, if any such Driveway Maintenance Work on the Parcel of either Owner is required because of the negligence or willful misconduct of the other Owner, or of any contractor, agent, or employee of such other Owner, then the Owner performing such required work on its own Parcel shall have the right to recover from such other Owner the "Recovery Amount" (herein so called) described below;

(e) Should the Owner of either Parcel burdened by the Driveway Easement fail to perform the Driveway Maintenance Work on such Burdened Parcel, as required above, then the Owner of the other Benefitted Parcel, access to which is being materially and adversely affected by such failure, shall have the right, after reasonable notice to the failing Owner, to enter upon such Burdened Parcel and perform such Driveway Maintenance Work for the account of such failing Owner, together with the right to recover from the failing Owner the Recovery Amount described below;

(f) No Owner of either Parcel shall have the right, without the prior written consent of the Owner of the other Parcel, to grant to any other Person any easement, license, or other right of access which burdens either Parcel and provides access to or from any road or other real property other than one of the Parcels described in this Declaration.

2.2 Drainage Easements. The Company does hereby grant, create, and establish, for the benefit of each Parcel, non-exclusive easements for the drainage of storm water (the "Drainage Easements"), including, without limitation, easements for the construction, installation, maintenance, and use of the underground storm water drainage lines, drop inlets, detention ponds, and related facilities (the "Drainage Facilities") now existing or hereafter to be constructed on the Bank Site, the Professional Site, the Road Property, and the East Tract at the locations (or at substantially the same locations) shown and so designated on the Bank Site Survey, the Professional Site Survey, and the East Tract Survey attached hereto, on and subject to the following terms and conditions:

(a) The Drainage Easements created hereby are intended to and do include the easement rights of the Company arising under that certain Agreement Regarding Drainage Easements and Restrictive Covenants, entered into by and between the Company and the Association (the "Prior Agreement"), to be duly recorded in the aforesaid Public Land Records on or about the Effective Date of this Declaration, by which the Association has granted to the Company the right to construct and install certain drainage facilities running across and under the Road Property, on and subject to the terms and conditions the terms and conditions of the Prior Agreement;

(b) All Drainage Facilities hereafter constructed on the Bank Site or the Professional Site shall be constructed at the sole cost and expense of the Owner of the Parcel on which the same are located, in accordance with all Governmental Requirements (including, without limitation, all such Requirements relating to facilities to be dedicated and accepted for

public use and maintenance), and at the locations (or at substantially the same locations) shown and so designated on the Bank Site Survey and the Professional Site Survey attached hereto;

(c) All Drainage Facilities hereafter constructed on the Road Property or the East Tract, for the purpose of providing storm water drainage service benefitting the Bank Site and/or the Professional Site, shall be constructed at the sole cost and expense of the Owner of the Professional Site, in accordance with all Governmental Requirements (including, without limitation, all such Requirements relating to facilities to be dedicated and accepted for public use and maintenance), and at the locations (or at substantially the same locations) shown and so designated on the Professional Site Survey and the East Tract Survey attached hereto;

(d) The Drainage Easements shall burden those portions of the Bank Site, the Professional Site, the Road Property, and the East Tract on which the Drainage Facilities are so constructed and installed;

(e) The Drainage Easements shall include temporary easements for the construction and maintenance of the Drainage Facilities burdening such adjacent portions of the Bank Site, the Professional Site, the Road Property, and the East Tract as shall be reasonably necessary to such construction and maintenance;

(f) With respect to each Parcel benefitted by the Drainage Easements, the Owner of each such Benefitted Parcel shall have the right (unless otherwise expressly agreed by the Owners of the Parcels involved) to connect to and use the Drainage Facilities located on its Parcel without payment of any compensation whatsoever to any other Owner;

(g) Following construction and installation of the Drainage Facilities on the Bank Site, the Professional Site, the Road Property, and the East Tract, and except as needed in order to comply with any Governmental Requirements, the Drainage Facilities benefitting the Bank Site and the Professional Site may not be relocated, altered, or modified without the prior written consent of each Owner and Mortgagee shown by the Public Land Records to have a recordable interest in such Benefitted Parcel, and in no event shall any relocation, alteration, modification, maintenance, or repair of any of the Drainage Facilities be performed in any manner which would unreasonably interfere with the storm water drainage services provided thereby or otherwise materially and adversely affect the use and enjoyment of the Drainage Easements by the Owner of any Benefitted Parcel;

(h) The Owner of each Parcel shall at its sole cost and expense (unless otherwise agreed by the Owners of the Parcels involved) perform such maintenance and repair work as is reasonably required to keep the Drainage Facilities located on its Parcel in a good and serviceable condition and in compliance with all Governmental Requirements (the "Drainage Maintenance Work"), except that, if any such Drainage Maintenance Work is required because of the negligence or willful misconduct of any other Owner, or of any contractor, agent, or



employee of such other Owner, then the Owner performing such work shall have the right to recover from such other Owner the Recovery Amount described below;

(i) Should any Owner fail to perform the Drainage Maintenance Work required of it hereunder, then the Owner of any Benefitted Parcel, drainage service to which has been materially and adversely affected by such failure, shall have the right, after reasonable notice to the failing Owner (or without notice in an emergency) to enter upon the Parcel of such failing Owner and perform such Drainage Maintenance Work, and further shall have the right to recover from such failing Owner the Recovery Amount described below;

(j) Any Owner who performs any Drainage Facilities construction or installation work on another Parcel not owned by it, or who exercises its right to go upon another Parcel not owned by it in order to perform any Drainage Maintenance Work, shall upon completion thereof restore any damage to such other Parcel caused by such work;

(k) No Owner of either Parcel shall, without the prior written consent of the Owners of all other Parcels, have the right to grant any easement, license or other right for the use of the Drainage Facilities benefitting any real property other than the Bank Site and the Professional Site described in this Declaration, and the attempted grant thereof without such consent shall be null and void and of no force and effect.

2.3 Regarding the Road Property and the East Tract. The Road Property and the East Tract are not included in the Parcels intended to be benefitted by the Easements described in this Declaration. The Road Property and the East Tract are, however, intended to be burdened by the Drainage Easements (but none of the other Easements) created by this Declaration.

2.4 Recovery Amount. For the purposes of the Easements granted and established by this Declaration, the Company does hereby declare and agree that:

(a) The "Recovery Amount" payable by Person liable for the same (the "Obligor") to any other Person (the "Obligee") is the sum of (i) the reasonable cost of the performance of any work for which the Obligor is responsible, but which has been paid or performed by the Obligee pursuant to a right to do so granted by this Declaration, plus (ii) interest thereon (computed at a fixed rate per annum equal to twice the prevailing Prime Rate as published in *The Wall Street Journal* on the first business day following completion of such work) for the period from the date of completion of such work to the date of such recovery;

(b) The obligation of the Obligor to pay the Recovery Amount to the Obligee, as aforesaid, shall be a personal obligation of the Obligor and shall, if the Obligor is the Owner of a Parcel, be secured by an equitable charge and lien upon the Parcel of the Obligor in favor of the Obligee, in the same manner and with the same priority and effect as liens of laborers and materialmen under the laws of the State of Georgia;

(c) Any lien for the payment of any Recovery Amount arising under this Declaration shall be and is hereby made automatically subject and subordinate to the encumbrance of any bona fide first-in-priority Mortgage given by the Owner of either Parcel and duly filed in the Public Land Records on or before the date on which the Obligee completes, or causes to be completed, the work giving rise to the obligation to pay the Recovery Amount.

### PART III. MISCELLANEOUS

3.1 Duration. Except with respect to the temporary construction easements arising hereunder (which shall arise upon commencement of the related construction work and expire upon completion of the related construction work), the Easements created by this Declaration shall be perpetual and shall remain in full force and effect until and unless terminated as required by law.

3.2 Constructive Notice and Acceptance. Every Person who now owns or hereafter acquires any right, title, estate, or other interest in or to either of the Parcels described herein, or any part thereof, is and shall be conclusively deemed to have consented and agreed to each of the Easements created hereby and to all other terms and conditions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such interest was acquired.

3.3 Miscellaneous. The Parties hereto do hereby further acknowledge and agree that:

(a) The headings or titles of the sections and subsections of this Declaration are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Declaration;

(b) If any provision of this Declaration, or the application of such provision to any Person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Declaration, and the application of such provision to any Person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby;

(c) Should ownership of all or any part of either Parcel described in this Declaration be transferred, then the transferor shall thereafter have no further liability for the payment or performance of any obligation relating to such transferred land and arising under this Declaration, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Declaration;

(d) This Declaration may not be amended so as to modify the rights or obligations relating to either Parcel described herein without the prior written consent of each

Owner and Mortgagee shown by the Public Land Records to have a recordable interest in such Parcel;

(e) Any amendment to this Declaration shall be in writing, shall be executed by each and every Person who has the right to consent thereto, and shall be duly recorded in the Public Land Records;

(f) No waiver of any right or obligation created or arising under this Declaration shall be binding upon any Owner or Mortgagee of either of the Parcels described herein unless such waiver is in writing and signed by the Owner or Mortgagee against whom enforcement thereof is sought;

(g) No failure of any Owner, Mortgagee, or other Person benefitted by any provision of this Declaration to exercise any power or right granted by this Declaration, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Person to demand exact compliance with the terms hereof;

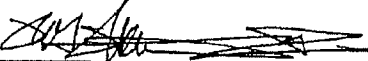
(h) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto;


(i) This Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

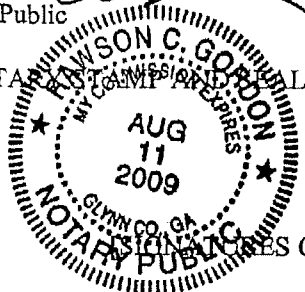
IN WITNESS WHEREOF, the Company has executed this Declaration under seal, as of the date first above written.

Signed, sealed and delivered in the presence of:

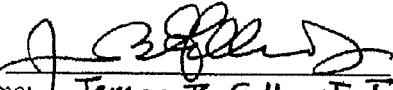
  
Unofficial Witness

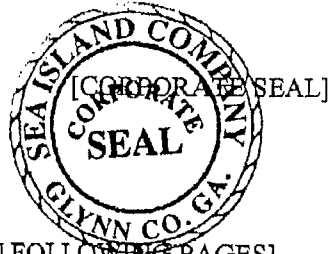
  
Notary Public

[NOTARY PUBLIC SEAL]



SEA ISLAND COMPANY

By:   
Name: James B. Gilbert, Jr.  
Title: Senior Vice-president



PAGES CONTINUE ON FOLLOWING PAGES]

CONSENT OF MORTGAGEE

FOR VALUE RECEIVED, the undersigned COLUMBUS BANK AND TRUST COMPANY, as the holder of that certain Deed to Secure Debt and Security Agreement, from the Company to the undersigned, dated June 6, 2007, recorded at Deed Book 2245, Page 438, Records of Clerk, Superior Court, Glynn County, Georgia, encumbering the East Tract described in this Declaration (said Deed to Secure Debt and Security Agreement, together with any and all other loan documents evidencing and/or securing the indebtedness described therein, being hereinafter collectively referred to as the "CB&T Loan Documents"), does hereby acknowledge, consent to, and agree to be bound by this Declaration, and does hereby further agree that any sale of all or any part of the East Tract made pursuant to the power of sale granted by the Loan Documents shall be made subject to this Declaration and to all Easements, rights and obligations arising under this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration under seal, as of the date first above written.

Signed, sealed and delivered  
in the presence of:

Broun B. Poy  
Unofficial Witness

Jennifer W. Coker  
Notary Public

COLUMBUS BANK AND TRUST COMPANY

By: [Signature]  
Name: Mark Walker  
Title: V.P.

[NOTARY STAMP AND SEAL]



MY COMMISSION EXPIRES  
MARCH 13, 2010

[BANK SEAL]



SIGNATURES CONTINUE ON FOLLOWING PAGE

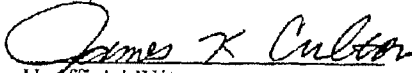
CONSENT OF SUNTRUST


FOR VALUE RECEIVED, the undersigned SUNTRUST BANK, a national banking association, as the lessee of the abovementioned "Suntrust Premises" by virtue of being the successor to Trust Company Bank of Southeast Georgia, N.A., under the terms of that certain Ground Lease between Sea Island Company and Trust Company Bank of Southeast Georgia, N.A., dated February 15, 1991, affecting part of the Bank Site described in this Declaration, does hereby acknowledge, consent to, and agree to be bound by this Declaration.

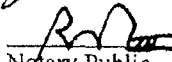
IN WITNESS WHEREOF, the undersigned SUNTRUST BANK has executed this Declaration under seal, as of the date first above written.

Signed, sealed and delivered  
in the presence of:

SUNTRUST BANK

  
Unofficial Witness

By:   
Name: Mark Plinson  
Title: Vice President

  
Notary Public

[NOTARY STAMP AND SEAL]

[BANK SEAL]

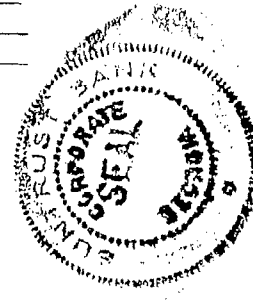
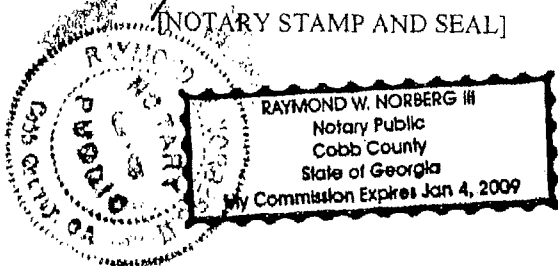


EXHIBIT "A"  
(Legal Description of Bank Site)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in G.M.D. 25, St. Simons Island, Glynn County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at a point which marks the intersection of the easterly right-of-way line of Frederica Road (having a 100-foot right-of-way at said point) with the northerly right-of-way line of Sea Island Causeway (having a 100-foot right-of-way at said point);

RUNNING THENCE North  $03^{\circ} 54' 58''$  East along the easterly right-of-way line of Frederica Road a distance of 209.05 feet to a point marked by an iron pin set, which is the POINT OF BEGINNING of the land herein described;

WITH THE POINT OF BEGINNING THUS ESTABLISHED, RUNNING THENCE North  $03^{\circ} 54' 58''$  East along the easterly right-of-way line of Frederica Road a distance of 231.39 feet to a point marked by an iron pin found;

RUNNING THENCE South  $54^{\circ} 56' 23''$  East a distance of 385.00 feet to a point marked by an iron pin found;

RUNNING THENCE South  $38^{\circ} 32' 11''$  West a distance of 213.76 feet to a point marked by an iron pin set;

RUNNING THENCE North  $51^{\circ} 27' 49''$  West a distance of 252.83 feet to a point marked by an iron pin set, which is the POINT OF BEGINNING of the land herein described;

CONTAINING 1.623 acres, as shown on plat of survey, dated July 31, 2007, prepared for Sea Island Company, Columbus Bank and Trust Company, Sea Marshes Development, LLC, and Chicago Title Insurance Company, by Shupe Surveying Company, P.C., and certified by Robert N. Shupe, Registered Georgia Land Surveyor Number 2224, said plat being incorporated herein by reference.

Exhibit "B"  
(Description of SunTrust Premises)

A LEASEHOLD INTEREST in the following property:

To find the point of beginning, from a point on the easterly right-of-way line of Frederica Road, a 100 foot right-of-way, having Georgia Coordinate System East Zone Coordinates of Y=431551.485 and X=746899.146, run north 03 degrees 54 minutes 58 seconds east along the easterly right-of-way line of Frederica Road for a distance of 144.03 feet to the point and place of beginning of the property described herein; and from said beginning point continue to run north 03 degrees 54 minutes 58 seconds east along the easterly right-of-way line of Frederica Road a distance of 48.92 feet to a point; thence run south 54 degrees 56 minutes 23 seconds east a distance of 383 feet to a point; thence run south 38 degrees 32 minutes 11 seconds west a distance of 182.01 feet to a point; thence run north 51 degrees 27 minutes 49 seconds west a distance of 230.15 feet to a point; thence run north 03 degrees 54 minutes 58 seconds east a distance of 116.62 feet to a point; thence run along the arc of a curve concave to the southwest and having a radius of 55.50 feet and other curve data as shown on said plat, for a distance of 66.16 feet to the point and place of beginning of the property herein described on the easterly right-of-way line of Frederica Road. Said real property contains 51,473 square feet.

TOGETHER WITH a leasehold interest in an easement for access over the following property:

The beginning point of said "access easement" is located on the easterly right-of-way line of Frederica Road, a 100 foot right-of-way, having Georgia Coordinate System East Zone Coordinates of Y=431551.485 and X=746899.146 and from said beginning point run south 51 degrees 27 minutes 49 seconds east for a distance of 42.53 feet to a point; thence run north 03 degrees 54 minutes 58 seconds east for a distance of 116.62 feet to a point; thence run along the arc of a curve concave to the southwest and having a radius of 55.50 feet and other curve data as shown on said plat, for a distance of 66.16 feet to a point on the easterly right-of-way line of Frederica Road; and thence run south 03 degrees 54 minutes 58 seconds west along the easterly right-of-way line of Frederica Road for a distance of 144.03 feet to the point and place of beginning of the property described hereby.



EXHIBIT "C"

(Legal Description of Professional Site)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in G.M.D. 25, St. Simons Island, Glynn County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at a point which marks the intersection of the easterly right-of-way line of Frederica Road (having a 100-foot right-of-way at said point) with the northerly right-of-way line of Sea Island Causeway (having a 100-foot right-of-way at said point);

RUNNING THENCE South  $78^{\circ} 46' 46''$  East along the northerly right-of-way line of Sea Island Causeway a distance of 374.89 feet to a point marked by an iron pin set, which is the POINT OF BEGINNING of the land herein described;

WITH THE POINT OF BEGINNING THUS ESTABLISHED, RUNNING THENCE North  $51^{\circ} 27' 49''$  West a distance of 199.03 feet to a point marked by an iron pin set;

RUNNING THENCE North  $38^{\circ} 32' 11''$  East a distance of 213.76 feet to a point marked by an iron pin found;

RUNNING THENCE South  $54^{\circ} 56' 23''$  East along the southwesterly boundary lines of Lots 7 and 8 of Black Banks Subdivision a distance of 74.04 feet to a point marked by a concrete monument found;

RUNNING THENCE South  $78^{\circ} 34' 38''$  East along the southerly boundary lines of Lots 8, 9, 10, 11, and 12 of Black Banks Subdivision a distance of 750.24 feet to a point marked by an iron pin found;

RUNNING THENCE South  $09^{\circ} 25' 07''$  West along the westerly boundary line of a private road known as Black Banks Drive a distance of 248.81 feet to a point marked by an iron pin found located on the northerly right-of-way line of Sea Island Causeway;

RUNNING THENCE North  $78^{\circ} 46' 46''$  West along the northerly right-of-way line of Sea Island Causeway a distance of 747.04 feet to a point marked by an iron pin set, which is the POINT OF BEGINNING of the land herein described;

CONTAINING 4.976 acres, as shown on plat of survey, dated July 28, 2007, last revised September 24, 2007, prepared for Sea Island Company, Columbus Bank and Trust Company, Sea Marshes Development, LLC, and Chicago Title Insurance Company, by Shupe Surveying Company, P.C., and certified by Robert N. Shupe, Registered Georgia Land Surveyor Number 2224, said plat being incorporated herein by reference.

EXHIBIT "D "

(Legal Description of Road Property)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in G.M.D. 25, St. Simons Island, Glynn County, Georgia, and being part of the private road known as Black Banks Drive which is located east of and adjacent to the Professional Site described above, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at a point which marks the intersection of the easterly right-of-way line of Frederica Road (having a 100-foot right-of-way at said point) with the northerly right-of-way line of Sea Island Causeway (having a 100-foot right-of-way at said point);

RUNNING THENCE South  $78^{\circ} 46' 46''$  East along the northerly right-of-way line of Sea Island Causeway a distance of 1,121.93 feet to a point marked by an iron pin found, which is the southeast corner of the Professional Site described above;

RUNNING THENCE North  $09^{\circ} 25' 07''$  East along the easterly boundary line of the Professional Site described above a distance of 248.81 feet to a point marked by an iron pin found located at the northeast corner of the Professional Site described above, which is the POINT OF BEGINNING of the land herein described;

FROM THE POINT OF BEGINNING thus established, RUNNING THENCE South  $09^{\circ} 25' 07''$  West along the easterly boundary line of the Professional Site described above a distance of 248.81 feet to a point marked by an iron pin set on the northerly right-of-way line of Sea Island Causeway, which is the southeast corner of the Professional Site described above;

RUNNING THENCE easterly along the northerly right-of-way line of Sea Island Causeway a distance of 63.92 feet to a point;

RUNNING THENCE North  $09^{\circ} 25' 07''$  East a distance of 249.83 feet to a point marked by a concrete monument found;

RUNNING THENCE in a westerly direction a distance of 64 feet, more or less, to the northeast corner of the Professional Site described above, which is the POINT OF BEGINNING.

EXHIBIT "E"  
(Legal Description of East Tract)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in G.M.D. 25, St. Simons Island, Glynn County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the northern right-of-way of Sea Island Causeway (100-foot right of way) and the eastern right-of-way of Frederica Road (100-foot right of way);

RUNNING THENCE south 78 degrees 46 minutes 46 seconds east along the northern right-of-way of Sea Island Causeway for a distance of 1,185.85 feet to a point, which is the POINT OF BEGINNING of the land herein described;

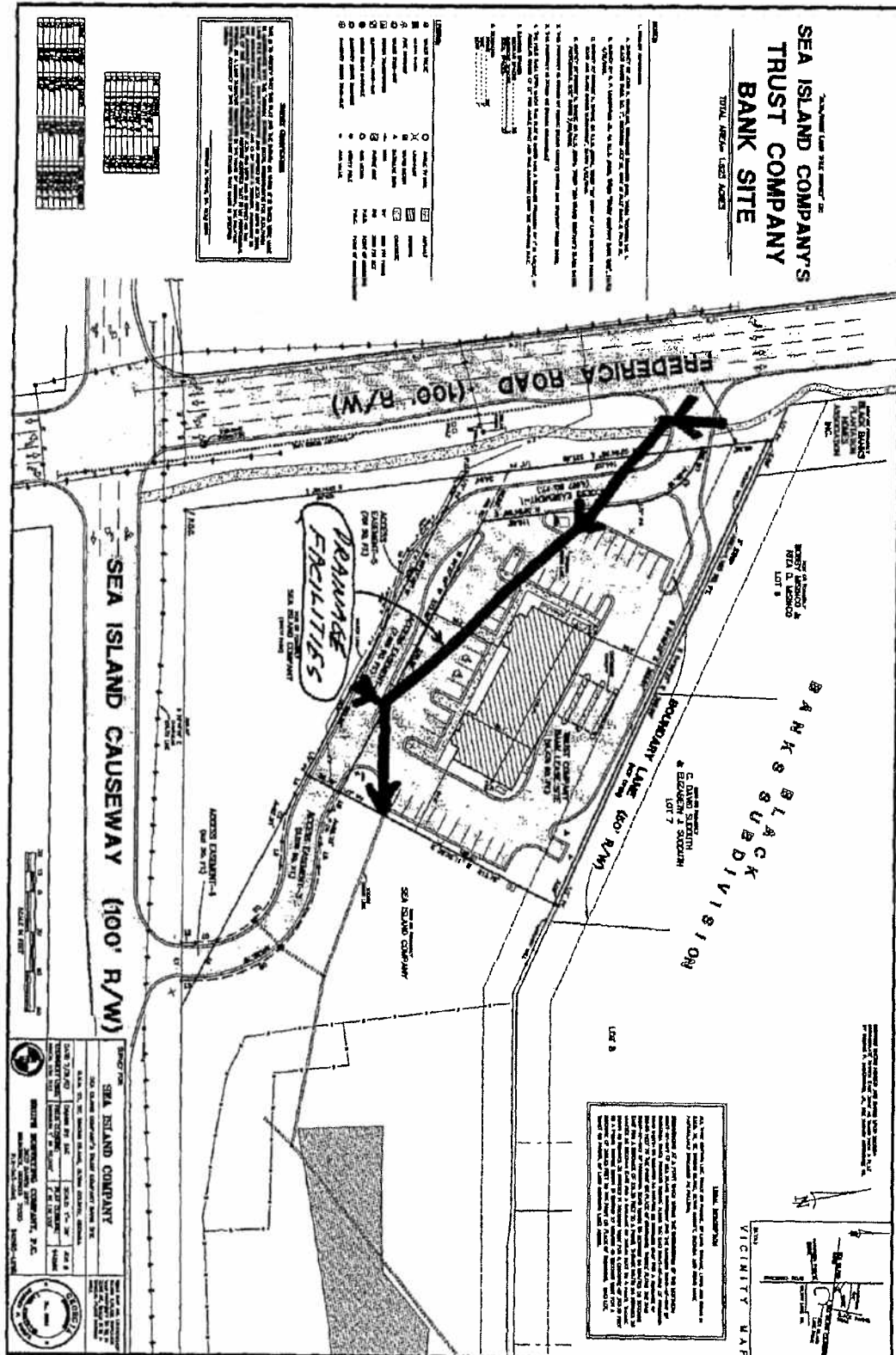
RUNNING THENCE north 09 degrees 25 minutes 07 seconds east for a distance of 249.83 feet to point marked by a concrete monument found;

RUNNING THENCE south 78 degrees 46 minutes 38 seconds east for a distance of 908.48 feet to point marked by a concrete monument found;

RUNNING THENCE south 11 degrees 35 minutes 31 seconds west for a distance of 249.68 feet to a point on the northern right-of-way of Sea Island Causeway;

RUNNING THENCE north 78 degrees 46 minutes 46 seconds west along the northern right-of-way of Sea Island Causeway for a distance of 899.00 feet to the POINT OF BEGINNING.

# EXHIBIT "F"



# EXHIBIT "G"

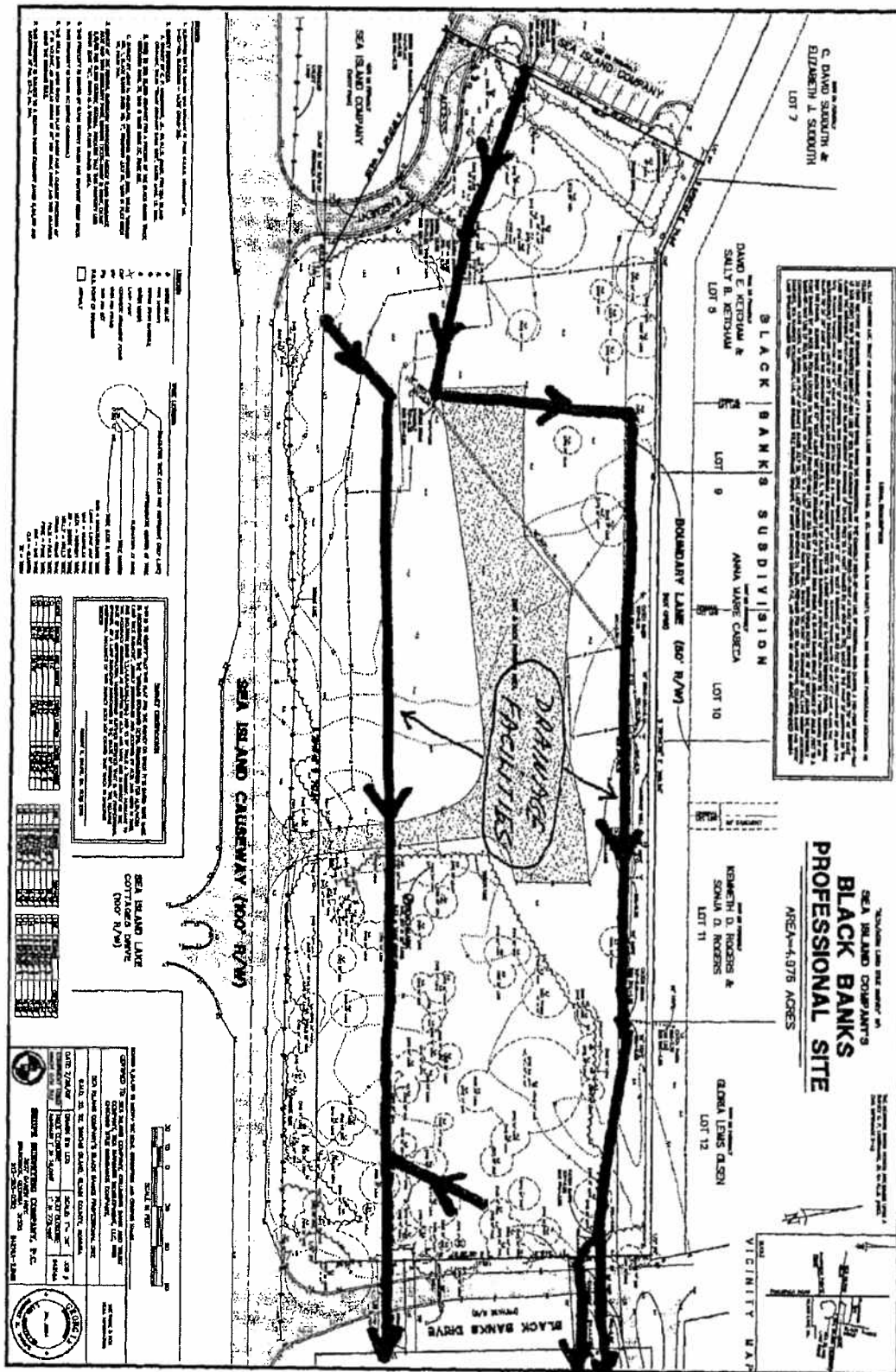


EXHIBIT "H"

